

**OFFICIAL****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Applicant(s):** Erik J. Zimmer; Scott D. Wilson; Bernard W. Bell; Ian R. Redmond

**Assignee:** DPHI Acquisitions, Inc.

**Title:** Optical Pickup Unit Assembly Process

**Serial No.:** 09/846,042 **Filing Date:** May 1, 2001

**Examiner:** Todd J. Kilkenny **Group Art Unit:** 1733

**Docket No.:** M-9848 US

**JUN 24 2003**  
**TC 1700****FAX RECEIVED**

COMMISSIONER FOR PATENTS  
Washington, D.C. 20231

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

**Customer No. 32605**

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez  
MacPherson Kwok Chen & Heid LLP  
2001 Gateway Place, Suite 195E  
San Jose, CA 95110  
Phone: (949) 752-7040  
Fax: (408) 392-9262

**ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)**

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Erik J. Zimmer To: DataPlay, Inc.
2. From: Scott D. Wilson To: DataPlay, Inc.
3. From: Bernard W. Bell To: DataPlay, Inc.
4. From: Ian R. Redmond To: DataPlay, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 011780 Frame 0927. A copy of the document is attached.

5. From: DataPlay, Inc. To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423. A copy of the document is attached.

6. From Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the Assignment document is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

By: Jeffrey L. Roberts  
(Signature)

Name: JEFFREY L ROBERTS  
(Printed or Typed Name)

Title: DIRECTOR, FINANCE

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JUN 24 2003  
TC 1700

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Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

m-484845

JULY 26, 2001

PTAS  
SKJERVEN MORRILL MACPHERSON LLP  
ERIC A. STEPHENSON  
25 METRO DRIVE, SUITE 700  
SAN JOSE, CALIFORNIA 95110



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JUL 31 2001

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

SKJERVEN, MORRILL, MACPHERSON,  
LLP

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
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REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
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FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/01/2001

REEL/FRAME: 011780/0927  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
ZIMMER, ERIK J.

DOC DATE: 04/27/2001

ASSIGNOR:  
WILSON, SCOTT D.

DOC DATE: 04/27/2001

ASSIGNOR:  
BELL, BERNARD W.

DOC DATE: 04/27/2001

ASSIGNOR:  
REDMOND, IAN R.

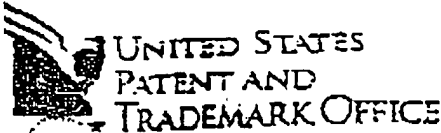
DOC DATE: 04/27/2001

ASSIGNEE:  
DATAPLAY, INC.  
2560 55TH STREET  
BOULDER, COLORADO 80301SERIAL NUMBER: 09846042  
PATENT NUMBER:FILING DATE: 05/01/2001  
ISSUE DATE:

ATTORNEY: DES/EAS

ACTION: 2DS DUE: 8-7-01  
ACTION: CK Morris DUE: 9-7-01  
ACTION: FF Rem DUE: 2-1-02  
DOCKETED BY: RP DATE: 8-17-01  
FORM LETTER: YES/NO

FF Due 5-1-02  
status 5-1-03

**OFFICIAL**

ARCE 20. 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
www.uspto.govSILICON VALLEY BANK  
SHANNON HUBBARD  
LOAN DOCUMENTATION HA155  
3003 TASMAN DR.  
SANTA CLARA, CA 95054

\*101971997A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 01/29/2002

REEL/FRAME: 012493/0423  
NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:  
DATAPLAY, INC.

DOC DATE: 12/20/2001

ASSIGNEE:  
SILICON VALLEY BANK  
3003 TASMAN DR.  
LOAN DOCUMENTATION HA155  
SANTA CLARA, CALIFORNIA 95054SERIAL NUMBER: 09315393 \*  
PATENT NUMBER:FILING DATE: 05/20/1999  
ISSUE DATE:SERIAL NUMBER: 09753356 \*  
PATENT NUMBER:FILING DATE: 03/15/2001  
ISSUE DATE:SERIAL NUMBER: 09753109 \*  
PATENT NUMBER:FILING DATE: 12/29/2000  
ISSUE DATE:SERIAL NUMBER: 09527982 \*  
PATENT NUMBER:FILING DATE: 03/17/2000  
ISSUE DATE:

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03-20-03 01:14pm From:HUTCHINSON BLACK and COOK, LLC

3034426583

T-826 P.02

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## ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55<sup>th</sup> Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith upon Assignee's request, take any and all steps to

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

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J-826 P.03

F-873

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology, including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

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TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

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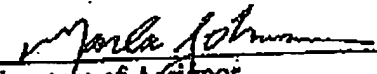
03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426583

T-826 P.05/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003  
Signature of AssignorMarla Johnson, Senior Vice President  
Printed Name and Title

GATX VENTURES, INC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor\_\_\_\_\_  
Printed Name and TitleSEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor\_\_\_\_\_  
Printed Name and Title



03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

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T-826 P.06/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

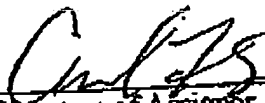
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003

  
\_\_\_\_\_  
Signature of Assignor

CARL F. SWANSON, VP  
\_\_\_\_\_  
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

03-20-03 01:16pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.07/27 F-073

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

GATX VENTURES, INC.

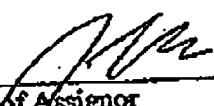
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.  
as Collateral Agent

Date: 3-5-03

  
\_\_\_\_\_  
Signature of Assignor

John T. GREPE MANAGER  
\_\_\_\_\_  
Printed Name and Title